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Contract Database Metadata Elements

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Union: **International Brotherhood of Teamsters (IBT)**

Local: **264**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF LITTLE VALLEY

AND

TEAMSTERS LOCAL #264

**AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

**EFFECTIVE
JANUARY 1, 2009 – DECEMBER 31, 2011**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 13 2009

ADMINISTRATION

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ARTICLE 1
RECOGNITION

The Village of Little Valley, New York, recognizes Teamsters Local #264 as the sole and exclusive representative for all Village employees of the Village of Little Valley. The Superintendent of Public Works, Village Clerk Treasurer and Recreation Director shall negotiate for their own individual salaries. Such recognition shall extend unchallenged for the maximum period permitted by law. This contract will apply to regular full-time Village employees.

ARTICLE 2
TERM OF CONTRACT

This agreement is made effective January 1, 2009 and will terminate on December 31, 2011. It shall be renewed from year to year unless either party serves written notice that it desires to modify or terminate this agreement at least one hundred eighty (180) days prior to December 31, 2011, or one hundred eighty (180) days prior to any succeeding anniversary date after the contract expiration.

ARTICLE 3
MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this agreement except as specifically modified by the terms of this agreement.

ARTICLE 4
RETIREMENT

The Village shall continue all employees in the Retirement Plan in which they are currently enrolled as of the effective date of this agreement.

ARTICLE 5
PERMANENT STATUS

Section 1: All employees covered by this agreement shall serve a six (6) month probationary term. During this period an employee shall receive the following:

1. All benefits excluding personal leave and vacation. These benefits shall, however, be retroactive to date of appointment for any employee who successfully completes his or her probationary period.
2. After ninety (90) calendar days of employment an employee shall be eligible for Holiday Pay.

Section 2: Upon completion of the six (6) month probationary period, an employee shall be afforded the coverage of Section 75 of the Civil Service Law.

ARTICLE 6
SENIORITY

Section 1: Seniority is defined as length of continuous service with the employer in a specific department.

Section 2: Seniority shall control the filling of vacancies, transfers and promotions providing the applicant is qualified for the position. Qualifications shall be determined by the Village Board of Trustees.

Section 3: The layoff of employees in Competitive Class positions shall be in accordance with Sections 80 and 81 of the Civil Service Law. All other layoffs will be by seniority as determined by Section 1 above.

ARTICLE 7
TRANSFER AND PROMOTION

Section 1: Vacancies which the Village Board of Trustees determine should be filled shall be done in accordance with the following:

1. Postings of a vacancy will be distributed to all work locations at least fifteen (15) working days prior to the date that the vacancy is to be filled.
2. The postings shall contain the title, qualifications, and location of the vacancy.
3. Interested employees shall file their applications within ten (10) working days following the posting of the vacancy at all work stations and the Village Clerk's office.
4. Therefore published postings shall be placed for non-employees for thirty (30) calendar days.

Section 2: Vacancies shall be filled in the following order:

1. Shift preference based upon seniority
2. Transfers from within Village employment
3. Promotions
4. Appointment from outside

Section 3: The Village Board of Trustees shall determine whether a particular vacancy constitutes a transfer or promotion.

Section 4: This procedure is subject to the provisions of the Civil Service Law, if applicable.

ARTICLE 8
OVERTIME

Section 1: All employees shall receive overtime at the rate of time and one-half (1 ½) the hourly rate for all hours in excess of eight (8) hours in a day. Office employees shall receive overtime at the rate of time and one-half (1 ½) the hourly rate for all hours worked in excess of seven (7) in a day.

Section 2: Holidays, vacation days, personal leave, bereavement leave and sick leave shall be considered as days worked for the computation of overtime. If an employee works on a holiday, he or she shall receive double time (2) for hours worked plus the holiday pay.

Section 3: An employee called into work outside his or her normal working hours shall receive a minimum of three (3) hours of pay at the rate of time and one-half (1 ½) and double time (2) for a call in on a holiday or a Sunday. It is understood that overtime work which is connected to either the beginning or the end of a normal work day is not considered a call-in and will be paid in accordance with Section 1 above. Also, it is understood that there shall be no pyramiding of overtime under any circumstances.

Section 4: Exceptions. Chlorinating will be a three (3) hours per day on Saturdays, Sundays and holidays at the respective overtime schedule. Also, Sewer Plant Employees work schedule is a 40 hour week at four (4) days per week, ten (10) hours per day.

Section 5: The employer will not curtail a shift of scheduled day's work to avoid the payment of overtime.

Section 6: An employee working in a higher job description in an emergency shall receive that rate of pay. No employees will receive less than his or her regular scheduled pay.

Section 7: Overtime is voluntary except an employee who is contacted in an emergency situation as determined by the Village or its designee is mandated to accept an overtime assignment. However, any employee who refuses overtime shall forfeit the call-out hours.

Section 8: All employees who are requesting more than one (1) day of vacation time and does not want to be available to work overtime while on vacation, such employees must notify the Superintendent of Public Works in writing.

ARTICLE 9
VACATIONS

Section 1: Each employee hired prior to June 1, 1994 shall be entitled to vacation time according to the following schedule:

After one full year of continuous service	Six (6) days
After two full years of continuous service	Twelve (12) days
After three full years of continuous service	Twelve (12) days
After four full years of continuous service	Twelve (12) days
After five full years of continuous service	One (1) additional day for each additional full year of service until a maximum of twenty-five (25) days is reached

Section 2: Employees hired after June 1, 1994 shall be entitled to vacation time according to the following schedule:

After one full year of continuous service	Six (6) days
After two full years of continuous service	Eight (8) days
After three full years of continuous service	Ten (10) days
After four full years of continuous service	Twelve (12) days
After five full years of continuous service	One (1) additional day for each additional full year of service until a maximum of twenty-five (25) days is reached

Section 3: Vacation must be taken in the year in which it is earned or it will be changed into sick days. However, employees may carry up to ten (10) days into a subsequent year. For example, an employee who earns twelve (12) days may carry up to a maximum of twenty-two (22) days in his or her bank.

Section 4: Requests for vacation time of one day or more must be presented to the Superintendent of Public Works at least two (2) weeks in advance of the desired time off. This notice period can be shortened by the Superintendent of Public Works or his designee for good cause shown providing it will not interfere with the work needs of the employee's department.

Section 5: Requests for vacation time of one-half (½) day must be made at least 48 hours prior to the desired time off. Such a request shall be approved by the

Superintendent of Public Works or his designee providing it will not interfere with the work needs of the employee's department.

ARTICLE 10 **HOLIDAYS**

Section 1: Paid holidays for all employees will include the following:

Twelve and one-half (12½) holidays as follows:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (Thursday and Friday)
- Christmas Eve and Christmas Day
- One-half (½) day on Good Friday (PM)
- Personal Floating Holiday

An employee will pick their personal floating holiday by seniority on the second Monday of January, after such date employees must give the Superintendent a minimum of a two-week notice until the first Monday in November when employees must pick their floating holiday by seniority. (Superintendents' discretion if notice is less than two weeks.) Only one employee per day will be allowed to use their personal floating holiday. Once a floating holiday has been chosen, no other employee may bump that employee from that day regardless of seniority. Employees who do not use their floating holiday will lose it.

Section 2: Holiday pay will be granted only if the employee works the working day before and the working day after that specific holiday, except in the case of illness to the employee.

Section 3: When a holiday falls on a Saturday, the preceding Friday shall be taken off by the employee as a paid holiday. When a holiday falls on a Sunday, the following Monday shall be taken off by the employee as a paid holiday.

Section 4: An extra day of vacation will be granted to any employee when a holiday falls during consecutive days of his or her vacation.

ARTICLE 11
JURY DUTY

Section 1: On proof of the necessity of jury service or attending court for other than personal matter, leave of absence shall be granted with difference in pay between employee's salary and the jury salary paid.

Section 2: Employees called for jury service will be expected to return to work as soon as reasonable, during the same day if possible, after they are dismissed.

ARTICLE 12
MILITARY LEAVE

Military leave shall be administered in accordance with the provisions of the Military Law of the State of New York.

ARTICLE 13
SICK LEAVE

Section 1: Each employee shall earn one (1) sick day per month. The sick days shall accumulate from year to year and an employee may accumulate unlimited days. In so doing, the employee will receive no compensation for sick days at the end of employment or on retirement. The Union Steward and the Superintendent of Public Works or Village Clerk are responsible for policing sick leave.

Section 2: An employee must present a doctor's certificate as evidence of sickness if he or she is absent for three (3) days consecutively.

Section 3: Sick leave will be allowed to be taken in hourly increments.

Section 4: Sick Leave Bank

- a. The employer will provide one (1) day per year per employee in addition to the one (1) sick day per month, to be put into the sick bank on January 1st of each year.
- b. After individual sick leave accruals have been exhausted (minimum of five (5) days), and vacation accruals at the employee's option, the employee may request sick leave from the bank for the employee's personal illness.

- c. The Union Steward and the Superintendent of Public Works shall approve or disapprove all requests for the use of sick leave bank, pursuant to these rules. Such requests may not be unreasonably denied.
- d. If the request is approved, the employee may be granted sick leave for a maximum period equal to the amount of accumulated sick leave (minimum of five (5) days) on the date on which the employee's illness or disability began. While using the sick bank, the employee will be paid at a rate equal to his or her regular rate of pay.
- e. Accumulated days in the bank shall accrue from year to year.
- f. An employee leaving the Village may donate from his or her accrued sick time.
- g. An employee's disability insurance accrued for sick days used from the sick bank must be turned over to the Village to buy back sick time for the bank at the employee's rate of pay.
- h. The Village shall provide the Union with an accounting of the sick leave bank every six (6) months.

ARTICLE 14

BEREAVEMENT LEAVE

Section 1: All employees shall be allowed three (3) consecutive working days for each death in the immediate family. For the purpose of this section, the term "immediate family" shall be defined as the affected employee's father, mother, wife, husband, sister, brother, children, current mother-in-law, current father-in-law, grandparents, current brother-in-law, current sister-in-law, grandchildren, step-mother, step-father, step-brother, step-sister, current daughter-in-law, current son-in-law, stepchildren or any other relatives residing with the employee. If these days are used, they shall not be deducted from sick leave nor shall they be accumulative.

Section 2: Employees will be allowed one (1) day with pay for any other relative, which day will be deducted from the employee's accumulated sick leave.

Section 3: The employer may request proof of death.

ARTICLE 15
PERSONAL LEAVE

Section 1: All employees in the bargaining unit shall be granted five (5) personal days per year. Employees must notify their immediate supervisor at least by 7:30 A.M. of the day of the intended absence. Requests shall be granted subject to the Village's responsibility to maintain work coverage and efficient operations for service to the public.

Section 2: Personal leave may be accumulated to a total of five (5) days. Personal leave must be used within the calendar year and will be prorated from date of hire for any new hired employees.

ARTICLE 16
INSURANCE

Section 1: The Village will provide bargaining unit employees health insurance through the New York State Teamsters Health and Hospital Fund with the following options:

Medical – Select Plan
Rx Drugs – Option 1
Dental – Option 1
Vision – Scheduled Plan of Benefits

The monthly cost of the above plan for 2009, 2010 and 2011 is as follows with the Village paying 90% and the employees paying 10% of the cost of the plan. The rates are not to exceed the following:

	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2009	\$437.47	\$865.37	\$1189.94
2010	\$492.69	\$986.26	\$1355.90
2011	\$542.10	\$1084.63	\$1491.10

Section 2: The Village shall provide a Disability Insurance Plan to be a co-pay plan.

Section 3: Employees may be covered under the existing insurance plan upon retirement at their own cost. If an employee or retired employee dies, their spouse may continue the insurance coverage with that spouse paying the cost. Payment must be made in advance seven (7) days before the premium is due.

Section 4: The existing insurance company may not be changed without the bargaining unit's approval. The insurance company that is replacing the plan in effect must be of equal or greater coverage.

Section 5: The employer will provide a Life, Accidental Death and Dismemberment Insurance Plan. Coverage to be \$10,000 for each employee.

Section 6: The Village and Union agree to discuss Health Insurance at anytime during this agreement, if requested by either side.

Section 7: Any current employee who repudiates health insurance will receive 50% of the employers cost toward health insurance for Family, Two Person or Single whichever is applicable. After the signing of this contract no other employees will be eligible for this benefit.

Section 8: Each employee will have a \$200 account supplied each year by the Village to cover co-pays. Receipts must be turned into the Village in order to be reimbursed for co-pays. If the employees \$200 is not used up by years end the remainder of those funds will go back to the Village.

ARTICLE 17 **WAGES**

Section 1: The standard work week shall be forty (40) hours, except for office employees which is thirty-five (35) hours for a standard work week.

Section 2: Wage increases during the term of this agreement shall be as follows:

Effective January 1, 2009 -	\$.55 per hour
Effective January 1, 2010 -	\$.55 per hour
Effective January 1, 2011 -	\$.55 per hour

Section 3: Break time will be taken on the job and will be taken for ten (10) minutes during the morning and again during the afternoon.

Section 4: Normal hours of work for all employees except office employees shall be from 7:30 A.M. to 4:00 P.M. with a one-half hour lunch period. Union agrees to discuss any changes in work hours proposed by the Village. Normal hours of work for office employees shall be from 8:00 A.M. to 4:00 P.M. with a one hour lunch period. Seasonal or summer hours may be established, if desired, by each department with the approval of the Village Board. One-half (½) hour will be reserved for lunch break for all employees except office employees who will reserve one (1) hour for lunch.

Section 5: Employees will earn longevity pay annually on their anniversary date, payable in a separate check in the first pay period in December as follows:

- Ten (10) years, but less than fifteen (15) years - \$50.00
- Fifteen (15) years, but less than twenty (20) years - \$100.00
- Twenty (20) years, but less than twenty-five (25) years - \$150.00
- Twenty-five (25) years and thereafter - \$200.00

Employees, who retire or leave service after their anniversary date, will receive their longevity pay in a separate check with their final pay check. Employees with an anniversary date in December will receive their longevity pay in the first pay period of that year. Longevity pay for new hires after 1/1/06 will be paid on their 10th, 15th, 20th and 25th year anniversary dates only.

Section 6: Each employee shall be allowed a two hundred fifty dollar (\$250.00) clothing allowance, excluding office employees. The two hundred fifty dollars (\$250.00) will not be accumulative. The allowance is for work clothes only. All receipts must be approved by the Village Board.

SCHEDULE OF WAGES AND SALARIES:

	<u>EFFECTIVE JAN. 1, 2009</u>	<u>EFFECTIVE JAN. 1, 2010</u>	<u>EFFECTIVE JAN. 1, 2011</u>
<u>ELECTRIC DEPARTMENT</u>			
Sr. Account Clerk	\$19.73	\$20.28	\$20.83
Electric Utility Supervisor	\$24.02	\$24.57	\$25.12
Sr. Line Worker	\$22.86	\$23.41	\$23.96
Class B Line Worker	\$21.45	\$22.00	\$22.55
Groundman	\$19.81	\$20.36	\$20.91
Apprentice Lineman	\$18.62	\$19.17	\$19.72
Lineman Helper	\$15.57	\$16.12	\$16.67
<u>SEWER DEPARTMENT</u>			
Chief Sewer Operator	\$22.43	\$22.98	\$23.53
Assistant Sewer Operator	\$18.92	\$19.47	\$20.02
<u>GENERAL FUND</u>			
Account Clerk Typist	\$17.36	\$17.91	\$18.46
Commercial Driver Class B	\$16.67	\$17.22	\$17.77
Equipment Operator	\$17.22	\$17.77	\$18.32
Working Street Foreman	\$19.82	\$20.37	\$20.92
Laborer A	\$15.57	\$16.12	\$16.67

Wages will be retro to February 1, 2009.

Note: Employees that have reached Step VI and transfer into a new job classification will start that position at \$1.00 an hour less than the new Step VI wage scale. The employee will not go below his or her old Step VI wage scale. An increase of \$.50 at six (6) month increments will be made until at Step VI salary. If an employee transfers to a lower paying job classification, the employee will receive the full Step VI rate of pay.

ARTICLE 18
COMPENSATORY TIME

1. Employees can bank the hours of overtime worked up to a maximum of one hundred-twenty (120) hours.
2. Any hours in excess of one hundred-twenty (120) hours shall be paid.
3. The purpose of banked hours shall be to take time off provided the Superintendent of Public Works and the employee agree prior to time off.
4. Employees may request the number of hours banked in their behalf weekly. A running total will be kept by the Superintendent of Public Works in a ledger. Employees shall have access to the ledger when requested, but no more than weekly.
5. Should an employee resign, quit, be laid off, retire, pass away, or be terminated, he or she shall be paid all banked hours the following pay period.
6. Either party may review the banked hour system and agree mutually on changes when necessary.
7. All banked hours must be used within the calendar year.

ARTICLE 19
GRIEVANCE PROCEDURE

Section 1: Alleged violations of the collective bargaining agreement shall be processed as follows:

- Step 1. An employee shall have the right to Union representation at all steps of this procedure.
- Step 2. The aggrieved employee shall have the right to present his grievance to his or her immediate supervisor orally within seven (7) working days of the occurrence or when the employee should have become aware of the occurrence of the alleged violation of the agreement.
- Step 3. If the matter remains unresolved after Step 1, the employee shall have ten (10) working days from the answer at Step 1 to submit a written explanation of the grievance to the Superintendent of Public Works who will render a written decision within five (5) working days.
- Step 4. Within five (5) working days of the receipt of the Step 2 answer, the employee may appeal that decision in writing to the Village Board. The Mayor shall call a special meeting to hear the merits of the grievance and each side will be allowed a reasonable amount of time to present an oral argument.
- Step 5. Matters not resolved at Step 3 may be submitted to Binding Arbitration through the Public Employment Relations Board.

Section 2: An employee shall have the right to be represented by a duly elected steward at every stage of the grievance procedure.

Section 3: The cost of any arbitration, exclusive of the cost of professional representation, shall be borne equally by each party.

Section 4: The arbitrator may not add to, detract from, change, delete or modify any section of the agreement.

Section 5: The Village recognizes the right of the Union to designate a Union Steward.

Section 6: The authority of the Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

- A. The investigation and presentation of grievances in accordance with the provisions of this Article.
- B. The transmission of such messages and information, which shall originate with, and be authorized by the Union, provided such messages and information.
 - 1. have been reduced to writing
 - 2. if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

ARTICLE 20
DUES CHECKOFF AND AUTHORIZATION

Section 1: An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix B. Upon receipt of the authorization from an employee, the Village shall, pursuant to the authorization, deduct from the wages the Union dues the employee owes each pay period.

Section 2: The Village, following each pay period from which those deductions are made, will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out with a listing of the members from whom the deductions have been made and the amount deducted from each to:

Teamsters Local 264
35 Tyrol Drive
Cheektowaga, NY 14227

Section 3: The Union shall certify to the Village in writing the current rate of membership dues and shall give the Village thirty (30) days notice prior to the effective date of any changes.

Section 4: A deduction authorized by an employee shall continue as long as so authorized unless and until such employee: (a) notifies the Village, by registered mail of his or her desire to discontinue or to change such authorization in writing; and (b) the Village shall forward a copy of the employee's notification to the Union.

Section 5: Agency Shop fee deductions shall continue until December 31, 1999. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 2 above. The Union agrees to hold the Village safe and harmless because of said deduction.

Section 6: If, through inadvertence or error, the Village fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any authorized party by reason of the requirements of this section of the agreement.

Section 7: On the effective date of this agreement, the Village shall supply to the Union at the address listed above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, and first date of employment. Such information shall thereafter be provided to the Union on a semi-annual basis if any changes occur.

Section 8: The Union will direct bill any employee not receiving a pay check due to disability, Workers Compensation, or any other similar situation.

Section 9: Indemnification. The Union shall indemnify the Village and any officers or employees of the Village and hold it or them harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Village or any Department of the Village for the purpose of complying with the provisions of this Article.

ARTICLE 21

SUBCONTRACTING

Section 1: The Village recognizes its responsibility pursuant to the terms of the Taylor Law to negotiate any decision to subcontract work currently being performed by bargaining unit employees.

Section 2: The Union recognizes the Village's need to employ other services from time to time such as repairs of equipment, specialized road improvements, and/or specialized road or other work requiring specialized equipment or expertise, which the Village does not possess. Nothing in this Article is intended to limit the Village's right to subcontract in these instances or should a bona fide emergency situation arise.

Section 3: The parties recognize the right of the Village to also subcontract if said subcontracting does not result in a reduction of bargaining unit employees or the number of hours normally worked by said employees.

ARTICLE 22
LEAVE OF ABSENCE WITHOUT PAY

Section 1: Application for leave without pay may be filed by an employee in writing with the Superintendent of Public Works. Such application shall state the reason for the requested leave and the duration thereof. If recommended by the Superintendent of Public Works, the application shall be submitted to the Village Board and leave of absence shall be granted or denied in the sole discretion of the Village Board. A leave of absence shall not exceed six (6) months unless mutually agreed upon between the Village and the employee.

Section 2: If the employee fails to report for work upon expiration of the period for which absence has been authorized and an extension is not granted, it shall be considered that they have resigned from their job.

Section 3: If an employee is granted a leave of absence pursuant to this Section, it is understood he or she will be responsible for payment of his or her insurance premiums to the employer.

ARTICLE 23
GENERAL PROVISIONS

Section 1: Because of the unique nature of the duties performed at the Sewage Treatment Plant, any employee assigned there permanently shall be given time off with pay for the purpose of taking a physical. The employee will utilize his own health insurance coverage to pay the cost of the physical and will provide the Village with proof in writing that he or she attended the appointment for the purpose intended. The Village will pay the cost of any blood test not covered by the employee's health insurance.

Section 2: The Village agrees to provide suitable space for a Union Bulletin Board in each garage or place of work. Postings by the Union on such Bulletin Boards are to be confined to official business of the Union.

Section 3: Any employee working in a higher job classification in an emergency situation shall receive that rate of pay. No employee will receive less than his or her regular pay.

Section 4: Effective January 1, 1997, the Village agrees to pay the cost of a CDL license required by its employees.

Section 5: The parties agree to the current policies covering Drug and Alcohol Testing and Sexual Harassment Grievance Procedure attached hereto as Appendices C and D.

Section 6: The Village will reimburse employees for using their own vehicle for Village business at the current IRS Standard Mileage Rate only if a Village vehicle is not available.

Section 7: The Village will provide and pay the cost of education and/or training required for an employee to maintain his/her present job classification. Employees will be compensated at a maximum of eight (8) hours straight time for travel and classroom instruction. (Only pertains to one day training).

Section 8: The employees in the Electric Department, opting for the Electrical Apprentice Program, the Village will pay the full cost for such education and training with a passing grade. However, employees must make a commitment of two (2) years to the Village upon completion of such education and training. The Village and the Union will determine the starting wage in the apprentice program.

ARTICLE 24
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1: The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2: All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

IN WITNESS WHEREOF, the parties have executed this Agreement the 24th day of March, 2009.

VILLAGE OF LITTLE VALLEY

TEAMSTERS LOCAL 264

NAME: Norman L Marsh

NAME: Bradley Harg

TITLE: Mayor

TITLE: BUSINESS AGENT

DATE: 4/2/09

DATE: 3/31/09

UNION MEMBERSHIP AUTHORIZATION CARD
AND
DUES CHECKOFF AUTHORIZATION CARD



APPLICATION AND NOTICE
For Membership in Local Union No. _____
Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

DATE OF APPLICATION

SIGNATURE OF APPLICANT

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT



I, _____ hereby authorize my employer to deduct from my
(Print Name)
wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty [60] days, but not more than seventy-five [75] days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant